

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA**

**BENJAMIN REETZ, individually and as the
representative of a class of similarly situated
persons, and on behalf of the Lowe's 401(k)
Plan,**

Plaintiff,

v.

**LOWE'S COMPANIES, INC.,
ADMINISTRATIVE COMMITTEE OF
LOWE'S COMPANIES, INC., and AON
HEWITT INVESTMENT CONSULTING,
INC.,**

Defendants.

Case No. 5:18-CV-00075-KDB-DCK

BAR ORDER

This matter is before the Court on the Unopposed Motion Seeking Entry of a Bar Order ("Motion"), Doc. No. 223, filed by Defendants Lowe's Companies, Inc. ("Lowe's") and the Administrative Committee of the Lowe's Companies, Inc. ("Administrative Committee" and, together, the "Lowe's Defendants"). Plaintiff and the Lowe's Defendants have entered into a Class Action Settlement Agreement ("Settlement Agreement") in which they have agreed to settle and release any claims between or among them with respect to the allegations and claims in Plaintiff's First Amended Complaint. The Settlement Agreement is attached to the Memorandum of Law in Support of Plaintiff's Motion for Preliminary Approval of Partial Class Action Settlement with Lowe's Defendants. Doc. No. 221-01. The Settlement Agreement is conditioned upon the Court's entry of this Order.

After careful consideration of the Motion and all responses thereto, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. Aon Hewitt Investment Consulting, Inc. (“AHIC”),¹ and any person purporting to act on AHIC’s behalf or asserting any Claim² under or through it, are permanently barred, enjoined, and restrained from filing, commencing, prosecuting, maintaining or asserting any Barred Claims³ against the Settling Defendants⁴ or the Released Parties⁵ in this Action or in any other forum,

¹ “AHIC” includes AHIC’s past, present, or future parent companies, subsidiaries, affiliates, divisions, joint ventures, members, assigns, representatives, attorneys, agents, insurers, reinsurers, shareholders, officers, directors, managers, employees, partners, predecessors, successors, and successors-in-interest.

² “Claim” means any and all manner of claims, counterclaims, cross claims, third party claims, actions, causes of actions, potential actions, suits, arbitrations, controversies, costs, damages, losses, obligations, liabilities, judgments, and demands whatsoever, known or unknown, asserted or unasserted, suspected or unsuspected, accrued or unaccrued, whether class, individual, or otherwise, arising under the laws, regulations, or common law of the United States of America, any state or political subdivision thereof, or any foreign country or jurisdiction, in law, in contract, or in equity, and regardless of legal theory.

³ “Barred Claims” means (a) Claims asserted or that could have been or could be asserted by AHIC, or AHIC’s past, present, or future parent companies, subsidiaries, affiliates, divisions, joint ventures, members, assigns, representatives, attorneys, agents, insurers, reinsurers, shareholders, officers, directors, managers, employees or partners, against the Settling Defendants or the Released Parties for indemnification and/or contribution, however denominated, whether common law, statutory, or contractual, and regardless of the allegations, facts, law, theories, or principles, that arise from or relate in any way to the Claims and allegations in this Action, or (b) Claims asserted or that could have been or could be asserted by the Settling Defendants or the Released Parties, including the Settling Defendants’ and Released Parties’ past, present, or future parent companies, subsidiaries, affiliates, divisions, joint ventures, members, assigns, representatives, attorneys, agents, insurers, reinsurers, shareholders, officers, directors, managers, employees or partners, against AHIC for indemnification and/or contribution, however denominated, whether common law, statutory, or contractual, and regardless of the allegations, facts, law, theories, or principles, that arise from or relate in any way to the Claims and allegations in this Action.

⁴ “Settling Defendants” means Lowe’s and the Administrative Committee, each of whom individually is a “Settling Defendant.”

⁵ “Released Parties” means (a) each Settling Defendant and Individual Administrative Committee Member; (b) each Settling Defendant’s past, present, and future parent corporation(s), subsidiaries, divisions, joint ventures, committees, predecessors, successors, successors-in-interest, insurers, reinsurers, and assigns, and any individual, partnership, corporation, or any other form of entity or organization that controls, is controlled by, or is under common control with any of the foregoing; and, (c) with respect to (a) and (b) above, all of their affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, assigns, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary (as defined in

action or proceeding of any kind. All such Barred Claims shall be extinguished, precluded, discharged, satisfied, and unenforceable.

2. The Settling Defendants, Released Parties, and any person purporting to act on their behalf or asserting any Claim under or through them, are permanently barred, enjoined, and restrained from filing, commencing, prosecuting, maintaining or asserting any Barred Claims against AHIC in this Action or in any other forum, action or proceeding of any kind. All such Barred Claims shall be extinguished, precluded, discharged, satisfied, and unenforceable.

3. Any judgment entered in favor of the Named Plaintiff or the Class⁶ against AHIC in the Action shall be reduced by the amount that represents the proportionate share of fault that is attributable to the Lowe's Defendants, if any, with respect to the judgment.

SO ORDERED.

Signed: June 2, 2021



Kenneth D. Bell
United States District Judge



the Settlement Agreement) and AHIC), administrators, shareholders, officers, directors, partners, agents, managers, members, employees, representatives, attorneys, administrators, heirs, executors, and all persons acting under, by, through, or in concert with any of them. "Individual Administrative Committee Member" means all members of the Administrative Committee from October 1, 2015 through the order of the Court preliminarily approving the Settlement Agreement.

⁶ "Class" means the class preliminarily certified by the Court on November 13, 2020 (Doc. No. 97) and which became final on January 25, 2021 following notice to the class (Doc. No. 181).